OFFICE OF THE DEPUTY COMMISSIONER, BANGALORE DISTRICT.

TENDER FOR THE DISPOSAL OF GANJA AND OPIUM SHOPS OF BANGALORE CITY FOR 1936-37.

*Notification No. Ex*1—264 *of* 35-36, *dated* 25*th April* 1936.

Sealed tenders are hereby invited for the exclusive privilege of selling Ganja and Opium in the undermentioned Ganaj and Opium Shops of Bangalore City, commencing from 1st July 1936 to 30th June 1937.

Ganja Shops.	*Opium Shops.*
1. Akkipet.	1. Market.
2. Market.	2. Kumbarpet.
3. Kumbarpet.	

2. A deposit of Rs. 100 in currency notes should accompany the tender, which should be sent in a sealed cover, superscribed "Tender for the privilege of selling ganja and opium in the shops of Bangalore City, during the year 1936-37." The tenders should be sent to the Deputy Commissioner, Bangalore District, so as to reach him before 2 P.M. on 30th May 1936, after which hour no tenders will be accepted. In the event of the tenders being rejected the deposit amount will be returned.

3. Tenders will be opened by the Deputy Commissioner or other Officer authorised by him in his office at 2 P.M. on the said date, *i.e.*, on 30th May 1936.

4. The Deputy Commissioner also reserves the right to sell the privilege by auction among the tenderers in case he finds the tenders inadequate.

5. The tenders may be sent for an individual shop or group of shops, separately for ganja and opium.

6. The privilege for which tenders are called for will be subject to the conditions laid down by Government in their Notification No. Fl.—4771-Ex. 64-32-2, dated 4th March 1933, and Excise Commissioner's Notification No. A1-848-35, dated 5th March 1936.

Notification No. Ex. 1-357—35-36, *dated* 1*st May* 1936.

Tenders are hereby invited for the exclusive privilege of transporting Under-bond Country Spirits in motor lorries from the City Railway Goods Shed, Bangalore, to the Arrack Bonded Depots as noted below, for a period of 12 months beginning with the 1st of July 1936 and ending with the 30th of June 1937.

(1) Bangalore City.
(2) Anekal.
(3) Hoskote.
(4) Nelamangala.

2. The privilege for which tenders are now invited will be conceded, subject to the conditions specified in the annexed appendix and the Excise and Motor Vehicles Laws and Rules now in force or which may, from time to time, be passed by Government or issued by the Excise Commissioner by virtue of the powers delegated to him under the Excise Laws and Rules or other competent authority, as regards rules relating to Motor Vehicles.

3. The number of casks and the quantity of spirits as also the number of special liquor cases conveyable to each depot and the distance of each depot from the City Railway Goods Shed are mentioned in the annexed statement. No definite number of casks and cases is, however, guaranteed for transport to the successful tenderer who is bound by actual requirements (be the same more or less than the number carried in any previous year).

Note.—The casks in use, range in capacity from 50 to 60 gallons each and the gross weight when filled with spirits of 35° U.P varies from 7 to 9 maunds. The weight of each special liquor box is about 2¼ maunds. The minimum number of casks to be conveyed each time to a depot is two and the maximum fifteen. The number of trips to each depot will be one or more per month according to the local demand.

4. Tenderers must specify separately the lowest rate of remuneration for each cask of Arrack and each case of Special Liquor to be carried from the City Railway Goods Shed to each of the Bonded Depots which should include bringing back of the empty casks from there to the City Railway Goods Shed. The rate thus tendered and accepted by the Excise Commissioner in Mysore shall be the rate at which remuneration shall be calculated on the actual number of casks of Arrack and cases of Special Liquors carried in each case and be payable to the successful tenderer who shall be called "Government Contractor for the carriage of Arrack to Bonded Depots" during the currency of the contract granted under this Notification.

The contract will include the carriage along with Arrack casks and Special Liquor cases of the requisite supplies of Proof spirits bottles occasionally in dealwood cases to the several Depots, as the case may be, in the places noted in para 1 above from the City Railway Station to the Depots of other Taluks at a uniform rate of eight annas per case irrespective of the distance and weight. (Special Liquor cases to be taken to Bangalore City Depot only).

5. Each tender must be accompanied by a deposit of Rs. 100 and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of transporting Spirits from the Bangalore City Railway Goods Shed to the Arrack Bonded Depots" and must be sent to the Deputy Commissioner at Bangalore so as to reach him before 2 P.M. on 30th May 1936, after which date, no tenders will be received. The tenders will be opened by the Deputy Commissioner or by one of the Officers authorised by him at his office at 2 P.M. on the same day in the presence of such of the applicants as may be present. The final disposal of the tenders will rest, subject to the approval of the Excise Commissioner in Mysore, with the Deputy Commissioner, Bangalore District, who reserves to himself full powers to reject any or all of the tenders without assigning any reason. The deposits made by the unsuccessful tenderers will be immediately returned to them.

6. The successful tenderer shall, within eight days of the acceptance of his tender being communicated to him, deposit at Bangalore Taluk Treasury, a further sum of Rs. 900 in cash or in approved securities duly endorsed in favour of the Comptroller to the Government of Mysore to make up with the deposits previously made, a sum of Rs. 1,000 and shall execute an agreement in the appended form binding himself to conform to the conditions therein setforth and, if he fails or refuses to sign the agreement or to make the further deposits required within the time aforesaid, the deposits already made will be forfeited to Government and the contract otherwise disposed of.

APPENDIX I.

Form of the contract bond to be executed by the successful tenderer for the carriage of Country Spirits.

Whereas I ..... have been granted by the Excise Commissioner in Mysore, for the period beginning with the 1st July 1936 and ending with the 30th June 1937 ,the right of conveying under-bond, Country Spirits by motor lorries from the Railway Goods Shed at Bangalore City to the undermentioned depots and whereas the said Excise Commissioner has agreed to pay me the remuneration for each Arrack cask and each Special Liquor case at the rates noted against each of the depots, I the said..... for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter setforth.

1. That I shall bind myself to transport Arrack casks, Special Liquors and Proof Spirits in strong and sound motor lorries, in such manner and by such routes as may be permitted by the Deputy Commissioner, Bangalore District.

2. That I shall be bound to take immediate delivery of Arrack casks and cases of Special Liquors and Proof Spirits, whenever required, from any officer, appointed for the time being, convey the same to the respective depots within the prescribed time and that I shall also bind myself to keep such casks and cases, till they are transported, in a building approved by the Department, and to allow the officers of the Excise Department appointed for the purpose to inspect them at any time.

3. That I shall bind myself for the correct delivery with the Government seals intact of the requisite supply of Arrack casks and other cases to the respective depots within the time that may be allowed by the Deputy Commissioner for transit to such place.

4. That in special cases sanctioned by the Excise Commissioner, I shall be bound to carry the requisite supply of Arrack to any altered locality of the existing depots in any of the above-named places.

5. That it will be open to the Excise Commissioner to close any depot during the period of the contract as being superfluous or for any other valid reason.

6. That I shall be bound to carry the requisite supplies of Proof Spirits to the outlying depots in the places named above at a uniform rate of eight annas per case, irrespective of the weight and distance.

7. That as remuneration for my contract, the Excise Commissioner or other Officer as may be authorised by him, shall pay me monthly an amount calculated at the sanctioned rate for each Arrack cask and each case of Special Liquor conveyed by me from the City Railway Goods Shed at Bangalore, to the respective Depot which includes the bringing back of the empty casks from the Depot to the Railway Goods Shed at Bangalore City.

8. That I shall be bound to bring all the empty casks in sound condition from the several Depots back to Bangalore City Railway Goods Shed and then book them in safe condition to the Officer in charge of the Distillery and Transport Arrangement, Mandya, Railway freight to be payable by that Officer and that I claim no remuneration separately for the purpose.

9. That I shall conform to the Excise and Motor Vehicles Laws and Rules now in force and which may, from time to time, be issued by Government and the Excise Commissioner also to such rules of practice as may be prescribed by the Excise Commissioner in Mysore or other competent authority as regards Motor Vehicles.

10. That I shall be bound to make good the loss accruing to Government and to the licensees by short stock or no stock of Arrack and Special Liquors in the said depots by my neglect or carelessness in not conveying the necessary supplies of spirits to the depots within the time allowed for transit to me.

11. That as my liability under the contract commences on delivery to me of the spirits casks or cases at the Bangalore City Railway Goods Shed ; all further liability or responsibility to account for the spirits in those receptacles thenceforth shall rest with me till they are safely delivered at the destination with the seals intact and with no tampering or extraction of the contents and any dimunition from any cause whatever (acts of God Vismajor and State's enemies excepted) shall be made good by me at the prevailing rate of duty and price per gallon of arrack 35° U.P. and proportionately for the higher or lower strengths of spirits, and that all dues to Government may be recovered from me as if they were arrears of Land Revenue.

12. That in the event of the break-down of the lorry during transit for any cause whatsoever, I shall be bound to make other arrangements for the quick transit of the casks and cases of spirits or the return of empty casks to their respective destination, and that in the event of my failure to do so, it shall be competent to the Deputy Commissioner to make any arrangements at my cost and that my liability contemplated in condition (11) *supra* shall not cease thereby.

13. That this contract shall not be transferable except with the sanction of the Deputy Commissioner.

14. That for the due fulfilment of the terms of the contract, I hereby deposit in the Bangalore Taluk Treasury a sum of Rs. 1,000 in cash or approved Government Securities duly endorsed in favour of the Comptroller to the Government of Mysore.

15. That in case of breach of the Excise Laws and the Rules or any of the aforesaid conditions or in case of any attempt at fraud by my servant, agents or employees or by me, it shall be competent to the Deputy Commissioner to impose upon them or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or at the option of the Deputy Commissioner to declare the money deposited by me forfeited and to cancel the contract. In the event of my contract being cancelled, I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract, by any subsequent disposal of the contract or by any other arrangement and shall not be entitled to participate in any profit that might accrue to Government by such disposal. It shall be competent to the Deputy Commissioner to deduct from my remuneration bills any amount that may be due to Government on account of dimunition in the contents, as stated in condition 11 *supra*, short stock and no stock in the depots and fines imposed on me or my employees.

16. That the imposition of a fine, or the forfeiture of the deposits or the cancelment of the contract shall not be held to prevent prosecution of any of my employees or myself, for any offence committed under any law, for the time being in force.

In witness thereof, I.....hereunto set my hand and seal this..... .....day of.....1936.

Seen and signed and delivered in the presence of us.

Witnesses.

1. .....

2. .....

APPENDIX II.

Statement showing the number of Arrack casks and Special Liquor boxes transported from the City Railway Goods Shed to the Depots noted below from the month of July 1935 to end of March 1936.

Sl. No.	From	To	Distance Miles	Number of Casks	Quantity	Number of boxes	Rate	
							Cask	Box
1	Bangalore City Railway Goods Shed	Bangalore City ..	2	356	Gls. Drs. 20,273 50	169	Rs. a. p. 0 10 0 Per cask	Rs. a. p. 0 8 0 Per Box
2		Anekal ..	22	15	860 27	..	11 8 0	Per Trip.
3		Nelamangala ..	17	3	117 3	..	9 0 0	do
4		Hoskote ..	16	27	1,547 47	..	10 8 0	do

H. V. RAMASVAMI,
Deputy Commissioner.

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